

CITY OF SURREY

BY-LAW NO. 17275

A by-law to enter into a heritage revitalization agreement  
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, c. 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
  
- B. The Council considers that certain lands and premises have heritage value and heritage character and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 013-215-051

Parcel 5 (Reference Plan 6696) Northeast Quarter Section 11 Township 2 Except: Firstly Parcel "One" (Explanatory Plan 10684) Secondly: Parcel "C" (Bylaw Plan 62479) Thirdly Part Dedicated Road on Plan LMP32970 New Westminster District.

6306 152 Street

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands;

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

- 1. The City is authorized to enter into that certain heritage revitalization agreement, including Schedule "A" attached thereto, appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the Lands.
  
- 2. The Mayor and the City Clerk are authorized on behalf of the City to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2010, No. 17275."

READ A FIRST AND SECOND TIME on the 18th day of October, 2010.

READ A THIRD TIME ON THE 18th day of October, 2010.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 1st day of November, 2010.

---

MAYOR

---

CLERK

h:\by-laws\adopted bylaws\2010\byl 17275.docx

**SCHEDULE "1"**

[To City of Surrey Heritage Revitalization Agreement By-law, 2010, No. 17275]

**HERITAGE REVITALIZATION AGREEMENT**

This Agreement made the \_\_\_th day of \_\_\_\_\_, 20\_\_

BETWEEN:

SULLIVAN AMATEUR ATHLETIC &  
COMMUNITY ASSOCIATION, Inc. No. S-1700, a  
registered society having offices at  
6306 152 Street  
Surrey, British Columbia, V3S 3K5  
  
(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,  
and having offices at 14245 56 Avenue  
Surrey, British Columbia, V3X 3A2  
  
(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as:

Parcel Identifier: 013-215-051

Parcel 5 (Reference Plan 6696) Northeast Quarter Section 11 Township 2  
Except: Firstly Parcel "One" (Explanatory Plan 10684) Secondly: Parcel "C"  
(Bylaw Plan 62479) Thirdly Part Dedicated Road on Plan LMP32970 New  
Westminster District.

and having a civic address of 6306 152 Street

(the "Lands");

- B. The Owner and the City consider that the Lands have heritage value and heritage character;
- C. The Owner and the City desire to conserve the heritage value and heritage character of the Lands;

- D. For the purpose of conservation of the heritage value and heritage character of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage value and heritage character of the Lands;
- E. The improvements or features on the Lands which have heritage value and heritage character which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Schedule "A" to this Agreement (the "Conservation Plan");
- F. The improvements or features identified on the Conservation Plan as the Sullivan Community Hall (the "Hall") are listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Local Government Act, R.S.B.C. 1996, c. 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

#### Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have heritage value and heritage character. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the conservation and maintenance of all improvements and features on the Lands that have heritage value and heritage character. Part III of the Conservation Plan sets out the standards and specifications for preservation, rehabilitation, restoration, modification, replication, relocation, repair, or maintenance to be undertaken and completed pursuant to this Agreement including, but not limited to, the foundation, roof structure, roof cladding, building envelope, wood detailing and trims, site features and landscaping.

#### Owner's Obligations to Protect, Conserve, Maintain and Rebuild

- 2. The Owner covenants and agrees to the following:
  - (a) No improvements or features on the Lands identified in the Conservation Plan as having heritage value or heritage character

shall be altered including alterations required or authorized by this Agreement, except as agreed to by the City.

- (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in the Conservation Plan.
- (c) All improvements identified in Part I and II of the Conservation Plan on the Lands as having heritage value and heritage character shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
- (d) In the event the Hall is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Hall to its original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the Hall. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Hall shall reflect the character-defining elements and design components including, but not limited to: a one storey building with basement, the simple rectilinear form, similar to utilitarian farmhouse buildings, massing consisting of a simple side gabled box, front gabled on entry vestibule, flat roofed addition on one side and a low pitched roof addition on rear, covered in vertical tongue and groove wood material, with wood sash double hung with 4 over 4 multi paned glazing having a wood trim; and the Owner may introduce more authentic material finishes subject to approval by the City Architect.
- (e) In the event the Hall is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Hall. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to reconstruct the Hall. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the Hall shall reflect the character-defining elements and design components including, but not limited to: a one storey building with basement; the simple rectilinear form, similar to utilitarian farmhouse buildings; massing consisting of a simple side gabled box, front gabled on entry vestibule, flat roofed addition on one side and a low pitched roof addition on rear, covered in vertical tongue and groove wood material, with wood sash double hung 4 over 4 multi paned glazing (replaced with later

vinyl); and the Owner may introduce more authentic material finishes subject to approval by the City Architect.

- (f) If the Hall becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the building and site including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands agrees to advise the City of any periods during which the Hall will be vacant for 30 days or more, provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Hall, the City may and is authorized to undertake the necessary works to secure the Hall, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands, and any authorized agent of the City may enter the Lands with reasonable notice for the purpose of undertaking the necessary works to secure the Hall and to conduct an inspection to determine that the security measures continue to be in place.
- (g) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.
- (h) Where required by the City in a heritage alteration permit, the Owner shall provide security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

#### Variation to Bylaws

- 3. No variations to by-laws are applicable to the Lands.

#### Construction and Maintenance

- 4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements or features on the Lands identified in the Conservation Plan as having heritage value and heritage character or constructs or maintains other works to protect or conserve such improvements or features, all the work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

### No Liability to City

5. In no case shall the City be liable or responsible in any way for:
  - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
  - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property on the Lands belonging to the Owner or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

### Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on lands adjacent to the Lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to persons or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

### Modification

7. If, in fulfilling its responsibilities and obligations under this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions or requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

### Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents (the "Indemnities") of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the Indemnities shall or may

become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or nonperformance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

#### Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

#### Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having heritage value and heritage character to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy a breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

#### No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights or remedies to the City.

#### Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive by-law enacted by the City, or permit, license

or approval, granted, made or issued by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

### Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that these laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms of this Agreement, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with the restrictions or performing the obligation and the restriction or obligation shall be suspended but only to the extent and for the time that the mandatory law, regulation or order is inconsistent with compliance with the restrictions or obligations.

### Notice

14. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the Owner:

Attention: Mr. Rob Stutt  
SULLIVAN AMATEUR ATHLETIC &  
COMMUNITY ASSOCIATION, Inc. No. S-1700, a  
registered society having offices at  
c/o 5868 Kilkee Drive  
Surrey, British Columbia, V3S 6E9

If to the City:

Attention: City Clerk  
CITY OF SURREY  
14245 56 Avenue  
Surrey, British Columbia, V3X 3A2

Any party may at any time give notice in writing to the other of any change of address and after the third day of giving of the notice, the address specified in the notice shall be the address of the party for the giving of notices.

### Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement, may require that the matter be decided and determined by binding arbitration as follows:
  - (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and the notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator.
  - (b) The City shall within thirty (30) days of receipt of the notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of its choice to the Owner.
  - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute.
  - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute.
  - (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

### Headings

17. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any of its provisions.

### Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

19. Whenever the singular or masculine or neuter is used in this Agreement, it shall be construed to mean the plural or feminine or body corporate where the context so requires.

Interpretation

20. Terms used in this Agreement that are italicized are defined in the Local Government Act, and the Heritage Conservation Act, R.S.B.C. 1996, c. 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those acts.

Successors Bound

21. All restrictions, rights and liabilities imposed upon or given to the respective parties under this Agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements on the part of the Owner.

Notice to be Filed

22. Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands.

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date first above written.

**SULLIVAN AMATEUR ATHLETIC &  
COMMUNITY ASSOCIATION, Inc. No. S-1700**

---

Rob Stutt  
President

**CITY OF SURREY**

---

Dianne Watts  
Mayor

---

Jane Sullivan  
City Clerk

## SCHEDULE "A"

### CONSERVATION PLAN

#### PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

##### 1. History

###### Johnson Settlement and Sullivan

The settlement history of Sullivan can be traced back to 1866, when James Johnson preempted lands in the area. Initially called "Johnson Settlement", the name changed to Sullivan or Sullivan Station after Henry Sullivan acquired lands and began logging operations in the area in about 1898. Joined by Tom Hyland and others, a shingle and lumber mill were established between 1902 and 1905.

The mill operation, farming and construction of the BC Electric Railway (BCER) in 1910 with a stop in the community gave impetus to the establishment of a centre just south of Johnson Road (152 Street) and Bose Road (64 Avenue). The community could boast of having: the Sullivan Store which served as a general store, post office and a dance hall on the second floor, a one room school house that was expanded to accommodate growth in the school age population, a black smith, butcher shop, ice cream parlor and a service station combined with a pool hall.

The 1930s brought decline to Sullivan. Fires resulted in closure of the mills, the Depression affected businesses, the BCER ended its passenger service, and new roads such as the King George Highway and the Pacific (Fraser) Highway saw growth shifting to other centres in Surrey.

###### Sullivan Hall

In 1928, Jim White spearheaded incorporation of the Sullivan Amateur Athletic and Community Association. The association was formed having two main purposes. The first was to promote, arrange and carry on amateur sports in Sullivan. The second was to advance the social welfare and the general interests of Sullivan residents.

In October 1928, the Society secured an approximately seven-acre parcel from the City on a tax sale. Using volunteer labour, construction of the hall was completed in 1932. The original version of the Hall was a basic front gabled box on pilings. Work continued on the Hall and the gabled box was extended to include a stage and window that opened up to the outside for food sale during various community events.

In the 1960s and 1970s, the Society obtained Federal grants to improve the hall and the surrounding lands. In 1963, an aluminum roof was installed. The Hall was jacked up and with shovels and wheel-barrows the work team excavated a basement. A flat roofed addition was built as also built. The trees on the land were thinned and the undergrowth removed to create more of a park-like setting. Eventually the portion of the site with the ball field was donated to the City.

The Society carried on the tradition started earlier in the community, by holding community celebrations in May. Sullivan Days included picnics, various sport events, selection of a May Queen, soap car derby, teen programs, dances, and first aid and air raid training during the war years. The events ended in about 1955 when the Cloverdale Rodeo had a higher profile. However in recent years new community events, on a more modest level, have been commenced.



A photograph of the basement being added in the 1970s.

## 2. Existing Appearance



View of Hall from north west, showing the current entrance at the side of the building.



View from the south west showing the front of the building, the storyboard installed along 152 Street and the addition to on the south side of the Hall.



View of the rear showing the eastward extension to the Hall.



Interior showing wood flooring in Hall and the south extension.

### 3. Character-defining Elements

The character-defining elements of the Hall include the following:

- Sited at bottom of treed slope (i.e. camouflages south addition);
- Building appears street-oriented in terms of massing, though entry door off long north façade;
- Relationship to parklands to the east;
- Simple gable roof form and front gabled vestibule;
- Wood sash double hung windows with 4 over 4 multi paned glazing (replaced with later vinyl);
- Horizontal wood siding;
- Cedar shingle roofing (replaced with later asphalt);
- Brick chimney; and
- Landscaped yard between the Hall and 152 Street.

## **PART II – MAINTENANCE, RESTORATION STANDARDS AND PERMIT APPROVALS**

### 1. General

#### A. Requirement to Commence Restorations

This Conservation Plan does not require restorations to be undertaken. However, if alteration, restoration or maintenance is undertaken, such alteration, restoration or maintenance of the Hall shall be strictly as provided for in the Conservation Plan.

#### B. Requirement to Establish a Maintenance Strategy

The strategy to ensure ongoing conservation of the Hall shall be described in a document to be submitted by the Owner. This document shall include two parts: a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from an architect that is acceptable to the City, who is knowledgeable in the restoration of heritage buildings. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting, sealing, weather-stripping and similar protective coatings.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fund raising or seek government financial incentives, including those incentives available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within 1 year of the adoption of the by-law to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the Hall shall include, but is not limited to, the following:

- (a) A description and a time schedule for the restoration, renovations, additions, stabilization, repair, and replacement of the exterior elements, landscaping or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Restoration Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, landscaping or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) Ongoing maintenance of landscaping;
- (d) A colour scheme for the exterior of the Hall building;
- (e) A description of any matters noted in Part III – Restoration Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the restoration and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

### **C. Amending an Established Maintenance Strategy**

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the approval of the Heritage Advisory Commission.

#### **2. Restoration Standards**

The “Standards and Guidelines for the Conservation of Historic Places in Canada”, established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Hall.

#### **3. Timing and Phasing**

This provision does not apply to the Lands.

#### **4. Heritage Alteration Permit Approval**

Prior to a building permit being issued for any alterations, including the restoration of the exterior of the Hall, the Owner shall apply to the City for a heritage alteration permit.

After the application is submitted to the City, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General

Manager of Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

A heritage alteration permit may not be required for simple repair and maintenance of existing elements not affecting the structure, exterior or interior appearance of the Hall on the Lands

**5. Building Permit Approval**

Construction, alterations or other actions to be authorized by a building permit shall be consistent with Part II, Part III and attachments to this Conservation Plan and heritage alteration permits sanctioning construction, alterations or other actions.

As the Hall is recognized as a significant historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building.

**PART III – RESTORATION STANDARDS AND SPECIFICATIONS**

**1. Foundation**

The existing foundation is to be retained and maintained as necessary.

**2. Roof Structure and Cladding**

When the building is restored, it would be desirable to re-instate the cedar shingle roofing. However, other materials acceptable to the City Architect may be applied, excluding black asphalt shingles.

**3. Building Envelope, Exterior, Wood Detailing and Trims**

When the building is restored, it would be desirable to reinstate the horizontal wood siding on the original Hall. The north and the east extension may have the same or a different material so that this intervention is visually compatible with, subordinate to and distinguishable from the Hall.

When building restorations are undertaken, it is recommended that the following elements be restored or rehabilitated:

- (a) Re-instating the wood vertical windows on north elevation;
- (b) The west addition is to be re-designed, using historical information if available, to create a front entrance appearance and pedestrian access point to 152<sup>nd</sup> Street and the nearby storyboard.

**4. Interior Condition**

Although not protected by this Agreement, retention of the stage and wood floor of the Hall is encouraged as a link to the continuous use of this Hall and the recognition of the Society's pivotal role in the social life of the Sullivan Community.

**5. New Construction**

No new construction is proposed in this Agreement.

**6. Site Feature, Landscaping and Fences**

Landscaping, acceptable to the City Landscape Architect, shall be planted on the Lands, particularly between the Hall and 152 Street, to create some relief between the Hall and the parking lot, and to break up the expanse of the parking lot. Priority should be given to landscaping in conjunction with rehabilitation of the west extension.

**7. Trees, Streetscape and Street Interface**

The Owner shall work with the City to coordinate street landscaping, tree planting and maintaining a suitable setting for pedestrians to observe and read the storyboard in front of the Hall.

**8. Accessory Buildings and Structures**

Storage or other accessory buildings permitted by the Surrey Zoning By-law need to be designed and placed to be sensitive to the historical character of the Hall.

(Note: Terms used in Schedule "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the by-law.)

h:\by-laws\adopted bylaws\2010\byl 17275.docx